
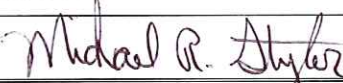


| | | |
|---|---|---------------------------|
|  State of Utah DEPARTMENT OF NATURAL RESOURCES | Ref: NR-97-B-12 | Page: 1 of 2 |
| | Effective Date: 07/01/1996 | Revision Date: 08/24/2016 |
| POLICIES & PROCEDURES – <i>Human Resources</i> | Subject: Education Assistance | |
| Michael R. Styler, Executive Director | Signature:  | |

I. PURPOSE

To emphasize the department's position for employees who wish to participate in educational assistance. The Department of Human Resource Management's rules state that agencies may assist employees in their educational goals by either granting administrative leave to attend classes and/or by subsidizing educational expenses as listed below.

II. POLICY

- A. Educational assistance must provide a benefit to the state. It is not an employee right or entitlement.
- B. Employees must complete the course with passing grades. For classes using a letter grading system, passing means "C" or better.
- C. Probationary employees and career service exempt employees are eligible for educational assistance, if approved by the executive director or designee.
- D. Employee must agree to stay with the division for at least one year after completion of course work or the assistance will be repaid.
- E. Educational assistance shall not exceed the amount stated in current DHRM rules in any one calendar year. Educational assistance that exceeds the monetary limit established by DHRM rules must be approved by the DNR executive director and may be taxable. You may reference the Internal Revenue Service Code Section 127.
- F. The employee shall disclose all scholarships, subsidies and grant monies provided to the employee for the educational program.
- G. If a division requires an employee to participate in an education program, the division shall pay all costs.
- H. All contracts must be approved prior to the actual start of class.
- I. All educational assistance contracts must come to the department's Human Resource office for placement in the employee's personnel file.
- J. You must use the Department of Natural Resources Education Assistance Contract (see attached).



Education Assistance Contract

A CONTRACT is entered into between the Department of Natural Resources,
DIVISION of: _____ and
STUDENT-EMPLOYEE: _____ Employee ID #: _____

The STUDENT-EMPLOYEE requests assistance from the DIVISION's education assistance program. The STUDENT-EMPLOYEE and the DIVISION agree that the DIVISION will pay education tuition cost(s) as described in paragraph 3(a) for the courses listed below:

| Course Title/Number (grad or undergrad) | School | Semester/Quarter Year | Total Cost |
|--|--------|--------------------------|------------|
| | | | |
| | | | |
| | | | |
| | | | |

It is agreed as follows:

1. All covenants and agreements shall be binding upon all parties.
2. This contract may be terminated by either party by submitting a termination request in writing.
3. The DIVISION certifies that:
 - a. It will pay the STUDENT-EMPLOYEE \$_____ which is ____% of the costs for the course(s) agreed to the above and that no payment will be made without receipts for the expenses for which reimbursements is being sought and documented proof of passing grades as defined in the DIVISION's guidelines for education assistance.
 - b. The course(s) agreed to above satisfy development needs of the STUDENT-EMPLOYEE as specified in his/her Performance Management Contract and will result in additional benefits to the DIVISION.
 - c. The education assistance authorized for the above named STUDENT-EMPLOYEE has not exceeded the maximum allowed for the current calendar year as specified in Department of Human Resource Management (DHRM) rule R447-10-4(1) (d) unless a greater amount has been approved in advance by the DNR Executive Director and Human Resources Director.
4. The STUDENT-EMPLOYEE by signing this contract, agrees to the following:
 - a. That the STUDENT-EMPLOYEE will successfully complete the course(s) agreed to above.
 - b. That the STUDENT-EMPLOYEE will refund the cost of assistance received if the STUDENT-EMPLOYEE voluntarily terminates with the DIVISION within twelve (12) months following the completion of the above course(s).
 - c. The State of Utah is authorized to withhold from the STUDENT-EMPLOYEE's wages or salary monies owed by the employee for education assistance received under this contract in the event the employee voluntarily terminates with the DIVISION within twelve (12) months following completion of the above course(s).

By signing below, the DIVISION and STUDENT-EMPLOYEE agree to the terms of this contract.

| | |
|--------------------------------|-----------------|
| STUDENT-EMPLOYEE's Signature: | Date: / / |
| Supervisor's Signature: | Date: / / |
| Division Director's Signature: | Date: / / |

Send signed copy to DNR Human Resources for employee's personnel file.

